

# **WESTBURY ARTS CENTRE TERMS & CONDITIONS OF HIRE**

**1 January to 31 December 2026**

Westbury Art Centre is a company limited by guarantee and registered at Companies Registry under Company No. 8328547, having its registered office at Westbury Art Centre, Foxcovert Road, Shenley Wood Milton Keynes MK5 6AA.

It is registered with the Charity Commission under no. 1151531.

These are the terms and conditions on which Westbury Arts Centre is willing to hire all or part of the Building to the Hirer named in the Booking Form for the purposes and for the period and at the fee therein specifically referred to.

The Hirer confirms it understands and agrees to be bound by the terms of the Booking Form and these terms and conditions.

## **1. INTERPRETATIONS**

In these terms and conditions and the Booking Form, the following definitions and rules of interpretation apply.

**Booking Form:** the form issued by Westbury Arts Centre to a prospective Hirer of a Hired Area giving details of the prospective Hire Period and the Hire Fees

**Building:** the house outbuilding and barn forming part of the Site.

**Conditions:** the terms and conditions herein set out .

**Deposit:** means the amount (if any) specified in the Booking Form as payable by Hirer as a condition of Westbury entering into the Contract.

**Hire:** the event that is the subject of the Contract.

**Hirer:** the person firm or company named as such in the Booking Form.

**Hired Area:** all those part or parts of the Site the subject of hire as specified in the Booking Form

**Hire Fees:** the amount (excluding VAT) which Hirer is required to pay as specified in the Booking Form.

**Hire Period:** the Hire Period as specified in the Booking Form.

**Responsible Person:** the person or persons named in the Booking Form as the persons employed or engaged by Westbury with authority to manage the Contract on its behalf.

**Site:** the Building; grounds; gardens and car parks forming part of Westbury Arts Centre.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## **2. CONTRACT FOR HIRE AND APPLICATION OF CONDITIONS**

2.1 These Conditions together with the Booking Form shall:

2.1.1 constitute the Contract; and

2.1.2 prevail over any inconsistent terms or conditions contained or referred to in any oral discussions between Westbury and Hirer and/or in correspondence with and/ or implied by law, trade custom, practice or course of dealing.

2.2 The Booking Form constitutes an offer by Hirer to Westbury Arts Centre to enter into an agreement to Hire the Hired Area for the Hire Period at the Hire Fees and otherwise on the terms therein set out and subject to the Conditions.

2.3 Provision of use of an urn of hot water; cups and tea and instant coffee is included in each Hire period, excluding the Barn Gallery. If supplied, the Hirer is wholly responsible for the safe use of such items.

2.4 Unless otherwise confirmed at the time of confirmation of a Hire, each Hired Area (excluding the Barn Gallery) will be offered with tables and chairs in the standard configuration relevant to the relevant Hired Area. Details are available on request. The Hirer may rearrange the configuration but must restore to the standard configuration at the end of the Hire.

2.5 A binding Contract shall arise between the parties if Westbury notifies the Hirer in writing that it wishes to accept the offer of Hire specified in the Booking Form.

2.6 In consideration of Hirer agreeing to abide by the terms of the Contract (including payment of the Fee), Westbury agrees to hire the Hired Area to Hirer for the Hire Period upon and subject to the terms of the Contract.

2.7 To avoid doubt, It is the responsibility of Hirer to ensure that the Hired Area and its facilities meet its requirements. Westbury shall not be liable for any failure of to provide any facility not specified in the Booking Form.

2.8 If there is any inconsistency between any of the provisions of these Conditions and the Booking Form, the provisions of the Booking Form shall prevail in preference to these Conditions.

2.9 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Westbury unless in writing and signed by a duly authorised representative of Westbury.

### **3. PAYMENT OF HIRE FEES**

3.1 Hire fees are due and payable as stated in the Booking Form.

3.2 Regular, credit worthy hirers, as deemed by Westbury Arts Centre, will be invoiced month end in arrears with payment date identified on the invoice.

3.3. All other Hirers are required to pay a Deposit of 50% of the total booking fee to secure the booking, payable within 7 days of acceptance of the Booking. The Contract is liable to termination without notice for non payment of the required Deposit by the due date.

3.4 WAC will invoice the Hirer the full fee amount 28 days prior to event, payable within 14 days.

3.5 The following conditions shall apply in case of cancellations:

3.51 If Hirer cancels the booking within seven (7) days prior to the scheduled booking date, the Hirer shall incur a cancellation charge equal to one hundred percent (100%) of the fees paid;

3.52 For cancellations fourteen (14) days prior to the scheduled booking date, the Hirer forfeits fifty (50%) of the fees paid;

3.53 The remaining balance of the fees, if any, shall be refunded to the Hirer within 30 days of written notice of cancellation;

3.54 For the avoidance of doubt, cancellations made more than fourteen (14) days prior to the booking date shall be refundable in accordance with the normal cancellation terms set out in this Agreement.

3.6 For any Hire Period exceeding seven (7) consecutive days, the Hirer shall pay a deposit equal to fifty percent (50%) of the total hire fees. This deposit shall be due and payable upon acceptance of the booking and must be received in order to confirm the reservation. Failure to pay the required deposit within the specified timeframe may result in the booking being cancelled at the Owner's discretion.

3.7 All amounts due under the Contract shall be paid by Hirer to Westbury Arts Centre in full without any set-off, counterclaim, deduction or withholding (other than any deduction as required by law). Westbury Arts Centre may, without prejudice to any other rights it may have, set off any liability of Hirer to Westbury Arts Centre against any liability of Westbury Arts Centre to Hirer.

3.8 Westbury Arts Centre is not registered for VAT and accordingly Fees and any additional charges payable under the Contract do not include a VAT charge.

3.9 Time for payment of the Deposit (if any) and the Hire Fees (in one or more instalments as specified in the Booking Form) shall be of the essence of the Contract.

#### **4. GENERAL OBLIGATIONS OF HIRER**

4.1 Hirer will not exceed the maximum capacity for the Site of 500 persons. If the Hire may exceed this number Hirer shall notify Westbury Arts Centre in writing not less than 14 days prior to the commencement of the Hire Period and Westbury may terminate the Contract without notice and the Cancellation provisions will apply.

4.2 The Hirer is responsible for setting up any equipment or additional tables and chairs needed for the Hire in the manner agreed with the Responsible Person.

4.3 The Hirer shall not interfere with artworks displayed in the Hired Area nor with the hanging system affixed to the walls of such area. Any damage to artworks and/or the hanging system must be notified immediately to the Responsible Person. The Contract does not include use of the kitchen save only for the purposes (as applicable) of filling the urn; etc.

4.4 Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen at any time.

4.5 Hirer shall ensure that sufficient adult representatives is present throughout the entire Hire Period to ensure compliance with the provisions and stipulations contained or referred to in the Contract.

4.6 Hirer shall ensure that: its users and visitors:

4.6.1 do not enter the Site prior to the start of the Hire Period and/or exit the same no later than the end of the Booking Period;

4.62 the Building is kept secure for the duration of the Hire;

4.63 use of the Hired Area is fully supervised in accordance with these Conditions and all reasonable requirements and/or directions notified to it by the Responsible Person;

4.64 the Hired Area is used in a careful and respectful manner so as not to cause damage to fabric and contents or to areas of the Site to which Hirer has access (to include but not limited to and as applicable the Building entranceways, kitchen, kitchen appliances, easels; tables, chairs and toilets as appropriate);

4.65 following the end of the Hire Period, the Hired Area must be:

4.651 left clean and tidy with all rubbish removed from the Site and all equipment, chairs and tables safely returned to their storage positions;

4.652 cleared of people, all lights switched off, and secured in accordance with the policy for securing the Building set out in the Schedule to these terms and conditions.

4.7 Any temporary decorations (e.g. bunting or banners) permitted by the Responsible Person must comply with Health and Safety guidance, and in particular any decorations used are not a fire hazard.

4.8 Unimpeded access must be constantly maintained within the Building to the main exit and fire exit, with no items blocking these exits.

4.9 Any equipment or electrical appliances brought onto the Building and used there are certified safe and in good working order, and used in a safe manner.

4.10 No animals (including birds), except assist dogs may be brought onto the Building, without written permission of the Responsible Person.

4.11 NO animals whatsoever may enter the kitchen at any time.

4.12 No Barbeques, LPG appliances or highly flammable substances (including candles, incense sticks) may be brought onto the Site.

4.13 All attendees must conduct themselves appropriately by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

4.15 The door key code must not divulged to any other party.

4.16 Prior to the start of the Hire the fire exits and Evacuation Meeting Place on the front Lawn must be clearly indicated to persons attending.

4.17 In the event of fire, evacuate the building before calling the Fire Brigade. If a fire occurs out of office hours please notify Joe Little on (Chair of Trustees) 07860 756668; or Jonathan Writtle (Trustee) 07798 804730;

4.18 The Fire Brigade must be called without hesitation when a fire is detected, however slight. The postcode for the Site is MK5 6AA.

## **5. PROPERTY OF HIRER**

5.1 Hirer has sole responsibility for the state and condition of and protection from damage and theft of all property brought onto the Site for the purposes of the Hire or otherwise.

5.2 Except to the extent otherwise provided in these Conditions and save for damage causing death or personal injury, Westbury accepts no responsibility for and shall have no liability in respect of any loss of or damage to or destruction of the property of Hirer during the Hire Period and all such liability for loss or damage is hereby excluded.

5.3 All property of Hire (other than property stored on Site by separate written agreement between Hirer and Westbury) must be removed at the end of the Hire Period. In default and in its discretion Westbury may dispose of any such items 7 days after expiry of the Hire Period, by sale or otherwise on such terms and conditions as it thinks fit and charge Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

5.4 At its discretion, the Responsible Person may permit Hirer to temporarily store property on Site. Any such arrangement is on the clear understanding that all such property is stored at the entire risk of Hirer and purely for its convenience. Westbury accepts no responsibility for nor shall it be liable for any loss of damage to such property howsoever arising.

## **6. GENERAL CONDITIONS RELATING TO USE OF HIRED AREA**

6.1 Hirer shall not use or allow the Hired Area to be used for:

6.11 any purpose other than that described in the Booking Form;

6.12 political rallies or demonstrations;

6.13 purposes which are illegal;

6.14 functions attended by persons whose presence may cause civil unrest or division within the community;

6.15. any purpose or any act or thing which may endanger the Building or render invalid any insurance policies in respect thereof.

6.16 any purpose or any act or thing which may cause or pose a risk of loss, damage or significant expense to the Building or harm the reputation of Westbury.

6.2 Westbury reserves the right to exclude or eject from the Site any person, and to cancel any Contract if it considers the Hire may be contrary to the interests of the general public or to any law or Act of Parliament.

6.3 Hirer shall not permit;

6.31 the use of illegal drugs or any illicit substance anywhere on the Site; nor

6.32 smoking or vaping on the Site;

6.33 the Hired Area to be used by an organisation or individual which has been banned by law.

6.4 Subject to Condition 5.4, Hirer shall ensure that:

6.41 no equipment, goods or other materials are left on the Site overnight;

6.42 users and visitors park only in the designated car parks available for the use of Hirer as identified by the Responsible Person prior to commencement of the Hire.

6.5 Hirer accepts that all vehicles used by it and its visitors and guests are parked at owner's risk and that Westbury accepts no responsibility for the security or safekeeping of any vehicles on the Site.

6.6 Hirer must not do or allow anyone to do anything in the Hired Area or on the Site which is or may become a nuisance to other persons using the Site or to the occupiers of adjoining or neighbouring premises. Hirer shall require any person causing such a nuisance to leave the Site.

6.7 Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined in the discretion of the Responsible Person) are displayed or offered for sale in the Hired Area. Any items deemed to be of an offensive or inappropriate nature shall be removed from display or sale immediately on the request of the Responsible Person.

## **7. NO ALTERATIONS TO HIRED AREA**

7.1 Subject to Condition 7.2, Hirer must not make any alterations to the Hired Area, its fixtures and fittings.

7.2 Temporary (excluding heavy) decorations may be tied to existing hooks/wooden sections of the inside walls, but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used as this can damage the fabric of the Hired Area.

7.3 Any permitted alterations are carried out entirely at Hirer's own risk and using Hirer's own equipment such as stepladders; etc. Hirer may not use Westbury equipment for such purposes.

7.4 If the purpose of the Hire is to mount an exhibition so that artworks must be displayed using the Building hanging system, it is a condition of the Contract that all details relating thereto are fully explained to and discussed with the Responsible Person at least 14 days prior to the Hire Period. The Responsible Person will notify the Hire in writing as to the regulations to be followed by Hirer in connection therewith and such regulations shall form part of the Contract.

7.5 Hirer must make good any damage caused to the Hired Area and/or Building promptly and to the entire satisfaction of the Responsible Person.

## **8. CHILDREN, YOUNG PERSONS AND VULNERABLE ADULTS**

8.1. Hirer shall ensure that where an event involves activities aimed at or predominantly involving children, young persons and/or vulnerable adults, appropriate child protection policies and procedures are in place, including relevant enhanced DBS checks. These policies should be available to Westbury Arts Centre and the booking may be refused or cancelled if they aren't compliant with current Safeguarding legislation.

8.2 There will be a named person who is deemed the "Responsible adult" from the hiring organisation who has responsibility for the safety of all young people on the Westbury site.

8.3 If the hirer is a family group there will be a named responsible adult who accepts responsibility for implementation of the principles of the Westbury Arts Centre Safeguarding policy.

8.4. Hirer shall ensure that any such activities comply with current legislation and all relevant government guidelines and that only fit and proper persons have access to children, young persons and/or or vulnerable adults.

8.5 Compliance with all relevant legislation and government guidelines are the sole responsibility of Hirer.

## **9. HEALTH AND SAFETY LEGISLATION**

9.1 Hirer shall comply promptly and adequately with all requests by the Responsible Person for information relating to the health and safety aspects of the Hire.

9.2 Hirer must carry out a written risk assessment for each Hire, a copy of which must be supplied to the Responsible Person not less than 14 days prior to commencement of the Hire Period.

9.3 Hirer shall ensure that it is familiar with:

9.3.1 fire evacuation procedures, fire routes and assembly points;

9.3.2 location of first aid kit and the accident reporting book.

9.4 Hirer shall:

9.4.1 ensure clear and unobstructed access and regress is maintained to all emergency exits in the Building;

9.4.2 familiarise visitors with the fire evacuation routes and the fire assembly points.

9.5 Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Site shall have been PAT tested.

9.6 Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus.

## **10. FOOD & DRINK**

10.1 Save only for service of hot and cold (soft drinks) free of charge to users and visitors, Hirer may not prepare, serve or sell food during the Hire.

## **11. LEGISLATION RELATING TO SALE OF ALCOHOL AND COPYRIGHT MUSIC**

11.1 Westbury does not hold a Performing Rights Society Licence permitting the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If licences are required in respect of the Hire, Hirer must ensure that they or their contractors hold all relevant licences.

11.2 Hirer is responsible for ensuring that:

11.21 no alcohol is served to any person at public events;

11.22 no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

11.3 Hirer shall ensure it does not contravene the law relating to gaming, betting, and lotteries and complies with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the Site. A breach of this condition may lead to prosecution by the local authority.

## **12. ACCIDENTS & DANGEROUS OCCURRENCES**

12.1 Hirer must report all accidents involving injury to any person to the Responsible Person as soon as possible and complete the relevant section in the Accident Book. The Accident Book is available to Hirer and can be found in the Main Corridor, on the right hand side, on the sink unit.

12.2 Any failure of equipment, either that belonging to Westbury Arts Centre or brought in by Hirer, must also be reported as soon as possible.

## **13. TERMINATION**

13.1 Upon termination of the Contract for any reason:

13.11 All rights granted to Hirer under the Contract shall cease;

13.12 Hirer must cease all activities authorised by the Contract; and

13.13 Hirer must immediately vacate the Hired Area and remove all property belonging to it.

13.2 To the extent permitted by law, Hire Fees which have been pre-paid or paid for a fixed term are non-refundable and unless otherwise agreed in writing, Westbury Arts Centre shall not provide refunds or credits for any partial Hire Period.

13.3 Westbury Arts Centre may terminate the Contract immediately on giving notice in writing to Hirer if:

13.31 the whole or any part of the Hire Fees remain unpaid after the due date;

13.32 Hirer commits any material breach of any term of the Contract (other than non-payment of Hire Fees) and (in the case of a breach capable of being remedied) shall have failed to remedy the same within 14 days of receipt of a request in writing from Westbury to do so.

13.4 Any termination of the Contract (however occasioned) shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

## **14 LIABILITY AND INDEMNITY**

14.1 Hirer shall indemnify Westbury Arts Centre and keep Westbury Arts Centre fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of the Contract by Hirer its employees agents or sub-contractors.

14.2 Hirer shall indemnify and keep indemnified Westbury Arts Centre, its officers, employees, volunteers, agents and invitees from and against:

14.21 the cost of repair of any damage done to any part of the Site including the curtilage thereof or the contents of the Building;

14.22 against all actions, claims, and costs of proceedings arising from any breach of these Conditions all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Site (including the storage of equipment) by Hirer.

14.3 As directed by Westbury Arts Centre, Hirer shall make good or pay for all damage (including accidental damage) to the Site or to the fixtures, fittings or contents and for loss of contents.



14.4 Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law (for which no limit applies) the liability of Westbury Arts Centre in respect of any breach of Contract or any tortious liability (including negligence) or breach of statutory duty for any one event is limited to the amount actually agreed to be paid out by insurers in respect thereof. A Copy of Westbury Arts Centre current certificate of insurance is available upon request.

14.5 Notwithstanding anything else contained in the Contract, Westbury Arts Centre shall not be liable to Hirer for loss of profits or contracts, loss of goodwill, or for any special indirect or consequential loss whether arising from negligence breach of contract or howsoever.

## **15. HIRER'S INSURANCE**

15.1 Hirer is responsible for ensuring that any company or operator hired by it to bring equipment such as a bouncy castle (note – to be properly tethered and supervised at all times) or marquee onto the Site, has relevant and appropriate insurance, which shall include public liability.

15.2 Hirer must hold adequate Public Liability insurance and it is a condition of Hire that a true and current copy of such insurance is provided to the Responsible Person prior to commencement of the Hire.

## **16. CANCELLATION OF HIRE**

16.1 Unless terminated by it for cause in accordance with Condition 13.3 Westbury reserves the right to cancel the Contract by written notice to Hirer. In any such case Hirer shall be entitled to a refund of any deposit or Hire Fees already paid, but Westbury shall not be liable for any direct or indirect loss or damages whatsoever suffered by Hirer as a result of such cancellation.

## **17. FORCE MAJEURE**

Westbury Arts Centre shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

## **18 GENERAL PROVISIONS**

18.1 The Conditions and the Booking Form represent the entire agreement between the parties with regard to their subject matter and no other terms, conditions, warranties or statements) will apply. Each party acknowledges that in entering into the Contract it does not do so on the basis of, and does not rely on any representation, unless made fraudulently, warranty or other provision not expressly contained in the Conditions or the Booking Form and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Contract.

18.2 No person other than a party to the Contract shall have any rights to enforce any terms of the Contract.

18.3 Nothing in the Contract shall create (or be deemed to create) a partnership or agency between the parties.

18.4 If Westbury Arts Centre fails to insist that Hirer performs any of its obligations under the Contract, or if Westbury Arts Centre does not enforce its rights against Hirer, or if Westbury Arts Centre delays in doing so, that will not mean that Westbury has waived its rights against Hirer

and will not mean that Hirer does not have to comply with those obligations. If Westbury Arts Centre does waive a default by Hirer, it will only do so in writing, and that will not mean that Westbury Arts Centre will automatically waive any later default by Hirer.

18.5 The Contract is personal to Hirer. Hirer may not assign; sub-licence; make or attempt to make any declaration of trust or sub- contract in relation to or otherwise transfer any rights granted by the Contract or agree to or attempt to do any of the foregoing acts in relation to the Contract whether in whole or in part, or otherwise howsoever, with or in favour of any third party.

18.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

18.7 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, shall remain in full force and effect.

18.8 No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **19. CHANGES TO THESE CONDITIONS**

19.1 Westbury Arts Centre may amend these Conditions to reflect changes in law or best practice or to deal with changed circumstances at the Premises.

## **20. NOTICES**

20.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand; email or pre-paid first class post to the last known address of that party or as one party may notify to the other in writing from time to time.

20.2 Any notice or communication shall be deemed to have been received if delivered by email, on the date which it was sent, or if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.

20.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **21. GOVERNING LAW AND JURISDICTION**

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales to settle any such dispute or claim.

## **The Schedule**

Where stated on the Booking Form, the Hirer must adhere strictly to the following requirements for securing the Building and the Site following the end of the Hiring:

1. Hirer must check to ensure that no other users of the Building are present in the Building by referring to the "sign-in/sign-out) sheets pinned up by the entrance door.
2. If Hirer and his group are is last out, he must ensure that all persons within his group participants have left the Building following which he shall lock the entrance door and double check that it is securely locked.
3. Hirer shall close and lock the gate to the Site on his way out.
4. In the event of any difficulty Hirer must contact notify Joe Little (Chair of Trustees)